# Terms & conditions for Enquiry no. E3183059R

Please refer General terms and conditions of enquiry form no. BP-200102 and P.O. terms & conditions (indigenous) form no. MM 5527, Rev.03. If any deviations, please mention in your quotation otherwise it shall be taken that all terms and conditions are accepted by you.

Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, the suppliers who qualify in the techno commercial bid would be contacted by our authorized service provider for web based reverse auction

1. Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through ***https://bhel.abcprocure.com/EPROC/*** on or before due date. Paper bid is not considered against this enquiry.

2. **Tender fees :-**

   Suppliers must submit tender document fees of ` 1000/- (One thousand only) through online only.

   The procedure of depositing EMD/SD/Tender Fee is reiterated below:-

   (i) For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link).

   (ii) After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both is applicable.

   (iii) After the successful payment DU No shall be generated from the banking system.

   (iv) After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.

   (v) As and when credit received in BHEL account, automatic mail sent to the depositor

   Note: - After submitting the Deposit a control number will be generated through system which can be used for getting print out from the system.

   "EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

   https://www.bhelbpl.co.in/qcins/iccs.htm

   E-receipt must be submitted along with offer.

   ***Without tender fees offer shall be rejected. MSE suppliers are exempted from tender fees.***

3. **Payment term:-**

   Full payment will be made within 90 days after receipt and acceptance of material in BHEL. For MSE suppliers, payment can be released within 45 days after receipt and acceptance of material in BHEL.

**Note:-** MSE suppliers can avail the intended benefit only if they submit copy of Udyof Aadhaar Memorandum along with the offer.

4. **Terms of Delivery:-**

   Terms of delivery should be **F O R Destination** on Door delivery basis. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken FOR destination. Offers on **F O R Destination** on Door delivery basis will only be accepted.

5. **Delivery Period / Lead Time:-**

We shall require the material as per delivery mentioned in enquiry. PO will be placed on monthly requirement basis. Lot sizes in enquiry are based on anticipated consumption.

BHEL reserves the rights to reject the offer of suppliers who does not accept delivery period.

6. **Validity of offer**:

Validity of offer must be clearly mentioned in your quotation. If not mentioned, it shall be taken as 90 days from the date of opening of tender**.**

7. **Liquidated Damages / Penalty Clause:-**

Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.
Any loading on LD clause shall be to the extent to which it is not agreed by the bidder (at offered value).

- **If the material is not supplied within stipulated time, BHEL reserves the right to cancel the contract & purchase the material through any other source at the risk and cost of the supplier. In such an event it shall be obligatory on the defaulting party to make good any loss suffered by BHEL.**

**Replacement of rejected Goods** :- In case of rejection due to noncompliance to agreed specification and for the reasons attributable to the Vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including all other cost elements such as total transportation, insurance, any other taxes / Levis etc. as applicable.

8. **Test Certificate (TC):-**

Supplier to furnish Test Certificate (TC) as per annex-II at the time of each supply. In case non-receipt of TC with any supply, the supply is liable for rejection. Hence, any deviation for TC requirement be given in your quotation otherwise it is presumed that TC will be furnished with the supply as required.

9. **Inspection:-**

Final Inspection will be carried out at BHEL, Bhopal only.

10. **HSN Code:-**

Kindly mentioned HSN code of item in your offer.

11. **Taxes and availing Input Tax Credit (ITC) by BHEL :-**

Bidders are requested to please clearly mention applicable GST rate.

ITC can be availed only when BHEL is in possession of GST tax invoice and after receipt of goods. So, goods should be supplied and Tax invoice should be submitted timely.

Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filling of monthly Return.

GST portion of invoice shall be released only upon:-

(1) Vendor declaring such invoice in his GSTR-1,

(2) Receipt of good and Tax invoice by BHEL,

(3) Confirmation of payment of GST thereon by vendor on GSTN portal,

(4) Alternatively, BG of appropriate value shall be submitted by vendor which shall be valid atleast one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of tax invoice and receipt of goods, whichever is later.

(5) Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

Payment covering GST portion including interest thereon gets released to vendor only upon completion of above requirement.

12. **Un-registered suppliers of BHEL, Bhopal :-**

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for one time code along with Part – A (Techno-commercial bid) of your offer:-

(1) Copy of PAN no.

(2) Copy of GSTIN.

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link ***https://www.bhelbpl.co.in/mm/EFTFormat.pdf***

13. **All the above points must be explicitly confirmed in the "Part A" of offer. If any point not confirmed in "Part A" of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.**

14. "The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

## Special Note:-

1.) It is understood that the rate of LPG is governed by MOPNG and shall be applicable as prevailing at the time of dispatch. Hence the rates prevailing "Tender due date (Part-I bid date)" (April'19) shall be considered for **arriving at lowest bidder. (i.e. Month of April'19).**

2.) If party will offer discount, it will be firm for entire contract period.

3.) Tenders shall be evaluated on the total delivered cost to BHEL i.e. on F.O.R. BHEL, Bhopal basis.

4.) Please mention the supply location from where despatches will take place in the tender (part-1 bid ) and it should remain fixed for entire RC period.

5.) As per industry LPG transport discipline guideline for any shortages of bulk LPG, the recovery will be made for the differential quantity above 40kg , eg In case the loss is 50 KG , recovery/deduction will be made only for 10 KG. Shortage upto 40 kg will be ignored & payment will be made

**Manoj Nilamwar**
**Sr. DGM (CRX & FSX)**